

Holiday Park Park & Recreation District

Board of Trustees Regular Meeting

Phase 1 Main Hall

April 11, 2024 @ 7:00PM

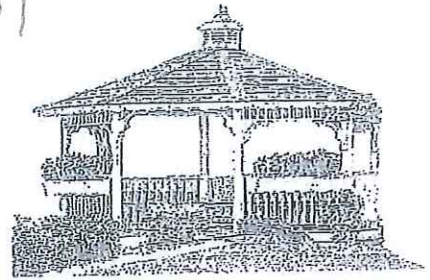
Agenda

- I. CALL TO ORDER
- II. INVOCATION – PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF PREVIOUS MEETING MINUTES
  - a. 3/14/24 Minutes (Oath of Office Mtg., Annual Org. Mtg., Regular Mtg.)
  - b. 3/18/24 Special Mtg.
  - c. 3/26/24 Workshop Mtg.
- V. DISTRICT MANAGER REPORT
- VI. CHAIRPERSON'S REPORT
- VII. TRUSTEE REPORTS
- VIII. RESIDENT COMMENTS
- IX. OLD BUSINESS
  1. BOARD MOTION on Variance for 6586 Greenview
  2. DISCUSSION – Staff Health Insurance Renewal August
  3. ADOPTION – 2024-2025 Board Mtg Schedule
  4. ADOPTION – ACC Rules & Regulations Changes (Setback Rules)
  5. ADOPTION – 2024-2025 Budget
  6. REVIEW – 2024-2025 Budget & Assessment Resolution
- X. NEW BUSINESS
  1. ADOPTION – Fitness Center Rules changes
  2. ADOPTION – Pool Rules changes
  3. Possible Fine – 6440 Fleetwood Ct.
  4. Possible Fine – 6352 Charm Ct.
- XI. SUPPLEMENTAL
- XII. TRUSTEE COMMENTS
- XIII. RESIDENT COMMENTS
- XIV. ADJOURNMENT

Carmella Coons  
District Manager

OB1

Holiday Park  
Park & Recreation District  
5401 Holiday Park Blvd.  
North Port, FL 34287



Request for Variance

To: Holiday Park Board of Trustees

Date: 02/16/2024

Ref. ACC Permit Number: OA826

Homeowner's Name: [Redacted]

Home Address: 6586 GREENVIEW CT.

Phone Number: 740-497-8761

Variance Request: 3' FROM COMMON GROUND @ REAR OF COACH

Reason for Variance: ROOM FOR SHED (10'X12') AT BACK OF COACH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Owner's Signature: [Redacted]

Decision of Board of Trustees:  
\_\_\_\_\_

OB 3

Revised: 03-27-2024

**(Proposed) TRUSTEE MEETING SCHEDULE FOR 2024-2025 SEASON**

<b>WORKSHOP MEETINGS @ 9AM</b> 4 <sup>th</sup> Tuesday of every month Except June, July & August	<b>REGULAR MEETINGS @ 7PM</b> 2nd Thursday of every month Except June, July & August
	*7-11-24
9-24-24	10-10-24
10-22-24	11-14-24
11-26-24	12-12-24
Thursday 12-19-24 at 9AM	01-09-25
01-28-25	02-13-25
02-25-25	03-13-25
03-25-25	04-10-25
04-22-25	05-01-25

\*This date in July will be chosen based upon the availability of Trustees as we must have at least 5 in attendance.

\*The primary focus of this July meeting will be to approve the Health Insurance for the Park Staff.

OBT

**ACC Rules & Regulations** (specifically item #13). These setback rules are brought back for final adoption.

The only change specific to the 3-26-24 Workshop meeting was to also change any reference of "coach" to "manufactured home" as previously approved by the Board.

If a motion to accept the changes is approved by the Board. These changes will be made to the ACC Rules & Regulations document and a new version will be distributed to all Trustees for the Handbooks.

**OLD WORDING:**

- #13 No coach may be placed upon any lot unless there is also affixed thereto a carport, a minimum of **sixteen (16) feet in length** by **eleven (11) feet wide** in the clear.
- a. No coach, or structure, may be placed or erected on any lot closer than **six (6) feet** from the property line on the sides, **ten (10) feet** from the property line at the rear and **ten (10) feet** from the property line abutting the road. All measurements shall be from the base of the unit.
  - b. The front setback shall conform to the setback line established by adjoining units.
  - c. All siding used for coaches or other structures must be approved by the ACC.
  - d. Supports required for carports, or other structures, such as porches & sheds, should be constructed with aluminum, steel, or other approved material. Wood must be encased in either aluminum, vinyl siding, PVC sleeve, or painted to match the coach or painted white.

**NEW WORDING:**

- #13 No **manufacture home** may be placed upon any lot unless there is also affixed thereto a carport, a minimum of **sixteen (16) feet in length** by **eleven (11) feet wide** in the clear.
- a. No **manufactured home**, or structure, may be placed or erected on any lot closer than **six (6) feet** from the property line on the sides, **ten (10) feet** from the property line at the rear, **ten (10) feet** from the property line abutting the road, and **fifteen (15) feet from the property line on the front**. All measurements shall be from the base of the unit.
  - b. The front setback shall conform to the setback line established by adjoining units.
  - c. All siding used for **manufactured homes** or other structures must be approved by the ACC.
  - d. Supports required for carports, or other structures, such as porches & sheds, should be constructed with aluminum, steel, or other approved material. Wood must be encased in either aluminum, vinyl siding, PVC sleeve, or painted to match the coach or painted white.

NEW VERSION N1

HOLIDAY PARK RULES FOR USE OF FITNESS CENTER.

~~1~~ - Revised  
(and Training is complete)

re-numbered

1. ABSOLUTELY NO ADMITTANCE UNTIL A WAIVER IS SIGNED
2. Proper athletic attire must be worn at all times.
3. Athletic shoes, shorts or pants and shirts must be worn at all times. (No open toe sandals or smooth soled shoes) *Updated wording*
4. Participants must show respect to equipment, facility, and other residents.
5. Gym door must always remain closed while using the gym. *added*
6. Do not move or alter equipment.
7. Keep hands and loose clothing away from pulleys.
8. Please limit cardio use to 30 min while others are waiting.
9. Plastic water bottles are allowed. All other food and drinks are prohibited. (No Glass)
10. No offensive or loud music.
11. Overnight guests must be 18 years or older, must sign a waiver to access the gym and must be accompanied by property owner. Codes are not given to guests. (NO EXCEPTIONS) *updated wording*
12. Day guests are not permitted in gym.
13. Clean equipment after each use.
14. Return weights after use to proper location.

ANY VIOLATIONS OF THE ABOVE RULES COULD RESULT IN LOSS OF FACILITY USAGE.

President keeps this page

CODE: \_\_\_\_\_

ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY CODE: \_\_\_\_\_

The facilities and activity programs offered by the Holiday Park Park and Recreation District have been designed and established to provide beneficial exercise without compromising the health or safety of the people who utilize the facilities or participate in the programs. The undersigned acknowledges that there exist inherent risks of injury in connection with the use of any exercise equipment and participation in any exercise program or activity. The District urges you to obtain a physical examination from a duly licensed physician before using any exercise equipment or participating in any exercise activity.

In consideration of the District's agreement to permit the undersigned and the undersigned's guests and family to utilize the District's fitness equipment and related facilities and or participate in the districts programs, for the undersigned and the undersigned's guest and family who utilize the District's facilities, the undersigned hereby knowingly and voluntarily assumes the risks, both known and unknown, inherent in the use of the district's facilities and participation in the districts programs, including without limitation, injury to bones, muscles, joints, fainting, abnormal blood pressure, heat stress, disorders of heart rhythm, heart attack, stroke, permanent disability or death.

The undersigned, for the undersigned and the undersigned's guest and family agrees to release indemnify defend and hold harmless the district its affiliates successors and assigns it members officers, board members attorneys agents employees and any persons or entities related to the foregoing (hereinafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suites, actions, causes of action, losses, liabilities, damages including without limitation, any personal injury, loss of life or damage to property, whether direct or indirect or consequential as a result of or in any way related to the use of the districts facilities by the undersigned and the undersigned's family and guest (or the use of the districts facilities or participation in any fitness center program by and child houseguest, licensee, lessee or other guest or invitee of the undersigned) or otherwise resulting from or arising out of the participation of the undersigned or a child, houseguest, licensee, lessee or other guest or invitee of the undersigned in the activities or operations of such District facilities including, but not limited to the fitness center for such participation , this provision shall include an obligation to indemnify the indemnified parties for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to all trial appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from ad against any orders, judgements or decrees which may be entered relating thereto. Usage of the fitness facilities or participation in related programs for individuals ages 14 and under requires an adult at least 18 years of age to be present while the activity is occurring. The undersigned acknowledges that the undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions the undersigned has asked have been answered to the undersigned's complete satisfaction.

The undersigned has read this agreement, fully understands its terms, acknowledges, and understands the risks set forth herein and knowingly agrees to assume and accept full responsibility for such risks. If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

By signing below, I am acknowledging I have read and understand the above ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY and I have been provided with a copy of the Holiday Park Rules for use of the Fitness Center.

*Moved to the pg from Rules Page 30  
we can keep this & give them Rules*

RESIDENT OR GUEST NAME PRINTED \_\_\_\_\_ RESIDENT OR GUEST SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ ADDRESS \_\_\_\_\_

*we keep this page*

OLD VERSION

HOLIDAY PARK RULES FOR USE OF FITNESS CENTER.

Hours of Operation 7AM to 7PM

No admittance until a waiver is signed and training is completed

*Removed  
address*

*Made #1*

1. Proper athletic attire must be worn at all times.
2. Shoes and shirt must be worn at all times. (No open toe sandals)
3. Participants must show respect to equipment, facility, and other residents.
4. Do not move or alter equipment.
5. Keep hands and loose clothing away from pulleys.
6. Please limit cardio use to 30 min while others are waiting.
7. Plastic water bottles are allowed. All other food and drinks are prohibited. (No Glass)
8. No offensive or loud music.
9. No guests allowed at any time unless they sign waiver. (NO EXCEPTIONS)
10. Overnight guests must be 18 years or older to access gym. Valid only 30 days per year.
11. Day guests are not permitted in gym.
12. Clean equipment after each use.
13. Return weights after use to proper location.

*Not keeping door closed*

ANY VIOLATIONS OF THE ABOVE RULES COULD RESULT IN LOSS OF FACILITY USAGE.

*Removed*

Resident  Overnight Guest  Overnight Guest license verified age \_\_\_\_\_ address \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

*Moved to waiver page since 2 signatures*

Overnight guest valid until \_\_\_\_\_ Year \_\_\_\_\_

Overnight guest valid until \_\_\_\_\_ Year \_\_\_\_\_

Overnight guest valid until \_\_\_\_\_ Year \_\_\_\_\_

Overnight guest valid until \_\_\_\_\_ Year \_\_\_\_\_

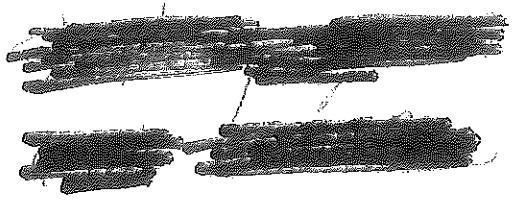
Overnight guest valid until \_\_\_\_\_ Year \_\_\_\_\_

*Removed  
Last use*

Keypad Entry # \_\_\_\_\_

OLD VERSION

*Revised to  
change  
word  
section in 11/2*



ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY

The facilities and activity programs offered by the Holiday Park Park and Recreation District ("District") have been designed and established to provide beneficial exercise without compromising the health or safety of the people who utilize the facilities or participate in the programs. The undersigned acknowledges that there exist inherent risks of injury in connection with the use of any exercise equipment and participation in any exercise program or activity. The District urges you to obtain a physical examination from a duly licensed physician before using any exercise equipment or participating in any exercising activity.

In consideration of the District's agreement to permit the undersigned and the undersigned's guests and family to utilize the District's fitness equipment and related facilities and/or participate in the District's programs, for the undersigned and the undersigned's guests and family who utilize the District's facilities, the undersigned hereby knowingly and voluntarily assumes the risks, both known and unknown, inherent in the use of the District's facilities and participation in the District's programs, including, without limitation, injury to bones, muscles, joints, fainting, abnormal blood pressure, heat stress, disorders of heart rhythm, heart attack, stroke, permanent disability or death.

The undersigned, for the undersigned and the undersigned's guests and family, agrees to release, indemnify, defend and hold harmless the District, its affiliates, successors and assigns, its members, officers, board members, attorneys, agents, employees and any persons or entities related to the foregoing (hereinafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including without limitation, any personal injury, loss of life or damage to property, whether direct, indirect or consequential as a result of or in any way related to the use of the District's facilities by the undersigned and the undersigned's family and guests (or the use of the District's facilities or participation in any fitness center program by any child, houseguest, licensee, lessee or other guest or invitee of the undersigned) or otherwise resulting from or arising out of the participation of the undersigned or a child, houseguest, licensee, lessee or other guest or invitee of the undersigned in the activities or operations of such District facilities including, but not limited to, the fitness center. For such participation, this provision shall include an obligation to indemnify the



OLID VERSION

Indemnified Parties for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial, appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. Usage of the fitness facilities or participation in related programs for individuals ages 14 and under requires an adult at least 18 years of age to be present while the activity is occurring. The undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions the undersigned has asked have been answered to the undersigned's complete satisfaction.

The undersigned has read this agreement, fully understands its terms, acknowledges and understands the risks set forth herein and knowingly agrees to assume and accept fully responsibility for such risks. If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Resident or Guest printed name [REDACTED]

Resident or Guest signature [REDACTED]

Address: [REDACTED]

Date: 6-17-2023

NI

## HOLIDAY PARK RULES FOR USE OF FITNESS CENTER.

1. **ABOSLUTELY** NO ADMITTANCE UNTIL A WAIVER IS SIGNED
2. Proper athletic attire must be worn at all times.
3. **Athletic shoes, shorts or pants and shirts must be worn at all times. (No open toe sandals or smooth soled shoes)**
4. Participants must show respect to equipment, facility, and other residents.
5. **Gym door must always remain closed while using the gym.**
6. Do not move or alter equipment.
7. Keep hands and loose clothing away from pulleys.
8. Please limit cardio use to 30 min while others are waiting.
9. Plastic water bottles are allowed. All other food and drinks are prohibited. (No Glass)
10. No offensive or loud music.
11. **Overnight guests must be 18 years or older, must sign a waiver to access the gym. Door codes are not given to guests by the District Office. (NO EXCEPTIONS)**
12. Day guests are not permitted in gym.
13. Clean equipment after each use.
14. Return weights after use to proper location.

**ANY VIOLATIONS OF THE ABOVE RULES COULD RESULT IN LOSS OF FACILITY USAGE.**

CODE: \_\_\_\_\_

M

ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY

CODE: \_\_\_\_\_

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The undersigned, for the undersigned and the undersigned's guest and family agrees to release indemnify defend and hold harmless the District, its affiliates, successors, and assigns, its members officers, board members, attorneys agents employees, and any persons or entities related to the foregoing (hereinafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suites, actions, causes of action, losses, liabilities, damages including without limitation, any personal injury, loss of life or damage to property, whether direct or indirect or consequential as a result of or in any way related to the use of the District's facilities by the undersigned and the undersigned's family and guest (or the use of the District's facilities or participation in any fitness center program by and child houseguest, licensee, lessee or other guest or invitee of the undersigned) or otherwise resulting from or arising out of the participation of the undersigned or a child, houseguest, licensee, lessee or other guest or invitee of the undersigned in the activities or operations of such District facilities including, but not limited to the fitness center for such participation , this provision shall include an obligation to indemnify the indemnified parties for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to all trial appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from ad against any orders, judgements or decrees which may be entered relating thereto. Usage of the fitness facilities or participation in related programs for individuals ages 14 and under requires an adult at least 18 years of age to be present while the activity is occurring. The undersigned acknowledges that the undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions the undersigned has asked have been answered to the undersigned's complete satisfaction.

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By signing below, I am acknowledging I have read and understand the above ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY and I have been provided with a copy of the Holiday Park Rules for use of the Fitness Center.

\_\_\_\_\_  
RESIDENT OR GUEST NAME PRINTED

\_\_\_\_\_  
RESIDENT OR GUEST SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

NB 2

## POOL RULES & REGULATIONS

- A. Persons eligible to use the pools.
1. Residents with **District ID Badges**.
  2. Registered, out-of-town guests, 15 and older, with **Guest ID Badges**.
  3. Children 14 years and under must be accompanied by an adult with **ID Badge**.
  4. Day guest ~~with daily stamped card~~ accompanied by the resident.
- B. Hours of Operation:
- |                         |                         |
|-------------------------|-------------------------|
| Monday through Saturday | 8 a.m. to <b>Sunset</b> |
| Sunday and Holidays     | 8 a.m. to <b>Sunset</b> |
| Exception Christmas Eve | 8 a.m. to Noon          |
- C. General Pool Rules
1. A shower must be taken before entering the pool.
  2. If body oil is used, a shower must be taken.
  3. Suitable bathing attire only. No cut offs.
  4. Anyone requiring diapers should only use the pool wearing appropriate swim diapers.
  5. Bathers with shoulder length hair must wear bathing cap, pony tail, or wear hair in a braid. No bobby pins or metal clips are to be worn in the pool.
  6. No persons with open wounds allowed in the pool.
  7. No floats, inner tubes, rafts, flippers, toys are allowed in the pool. Noodles and water exercise weights may be used by adults.
  8. No diving games or ball playing is allowed.
  9. All children with life jackets, floatation swim suits or arm band flotation devices must be accompanied by an adult in the pool.
  10. All children under the age of 14 must have adults in the pool area with them at all times.
  11. Parents and grandparents are held strictly responsible for the behavior and safety of their children. No running, rough play, pushing or shoving is allowed.
  12. Pool safety ropes are mandatory. Do not sit, hang on or remove safety ropes.
  13. Harassment or offensive behavior will not be tolerated and should be reported to the office in writing.
  14. Everyone must leave the pool during electrical storms.
  15. No food or beverages (alcoholic included), permitted on the pool deck except in designated areas. **NO GLASS CONTAINERS PERMITTED; PLASTIC BOTTLES ARE PERMITTED.**
  16. No pets allowed in the pool area.
  17. No bikes, skates, rollerblades or other types of transportation allowed in pool areas.
  18. All Sarasota County Health Department rules must be complied with at all times.
  19. The Park is not responsible for personal loss or damage to personal property.
- D. **THE PARK IS NOT RESPONSIBLE FOR ACCIDENTS**
- Groups wishing to use the pool area **MUST** request permission from the Board of Trustees. If Alcoholic Beverages are to be served, they shall be in designated locations only. There shall be no swimming if alcoholic beverages are to be served.
- Anyone observing any infractions of these pool rules should immediately contact the manager. If the manager is not available, please contact a Trustee with a description of the incident and the person's name, if possible.

NR 2

## POOL RULES & REGULATIONS

- A. Persons eligible to use the pools.
1. Residents with ID tags.
  2. Registered, out-of-town guests, 15 and older, with ID tags.
  3. Children 14 years and under must be accompanied by an adult with ID tags.
  4. Day guest with daily stamped card accompanied by the resident.
- B. Hours of operation.
- |                         |                 |
|-------------------------|-----------------|
| Monday through Saturday | 8 a.m. to Dusk. |
| Sunday and Holidays     | 8 a.m. to Dusk. |
| Exception Christmas Eve | 8 a.m. to Noon. |
- C. General Pool Rules
1. A shower must be taken before entering the pool.
  2. If body oil is used, a shower must be taken.
  3. Suitable bathing attire only. No cut offs.
  4. Anyone requiring diapers should only use the pool wearing appropriate swim diapers.
  5. Bathers with shoulder length hair must wear bathing cap, pony tail, or wear hair in a braid. No bobby pins or metal clips are to be worn in the pool.
  6. No persons with open wounds allowed in the pool.
  7. No floats, inner tubes, rafts, flippers, toys are allowed in the pool. Noodles and water exercise weights may be used by adults.
  8. No diving games or ball playing is allowed.
  9. All children with life jackets, floatation swim suits or arm band flotation devices must be accompanied by an adult in the pool.
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- Groups wishing to use the pool area MUST request permission from the Board of Trustees. If Alcoholic Beverages are to be served, they shall be in designated locations only. There shall be no swimming if alcoholic beverages are to be served.
- Anyone observing any infractions of these pool rules should immediately contact the manager. If the manager is not available, please contact a trustee with a description of the incident, the person's name or tag number if possible.

NS

### Holiday Park Park & Recreation

### Summary of Violation Notices

Resident Name	Property Address	Violation Notices	Verbal Contact	Resolution
	6440 Fleetwood Ct	<p>10/31/23 1<sup>st</sup> notice – Carport/Coach Repairs (certified and regular)</p> <p>2/15/24 2<sup>nd</sup> notice – Carport/Coach Repairs (certified and regular)</p> <p>3/27/24 Trustee meeting notice (certified and regular)</p>	<p>9/15/23 – Spoke with resident about not have a carport and advised she needs to have a signed contract</p>	<p>Recommend violation to be escalated to fine committee</p>
	6352 Charm Ct	<p>10/31/23 1<sup>st</sup> notice – No Carport (certified and regular)</p> <p>2/15/24 2<sup>nd</sup> notice – No Carport (certified and regular)</p> <p>3/27/24 Trustee meeting notice (certified and regular)</p>	<p>12/15/23 – Spoke with resident and she was in process of hiring contractor for carport/coach to be repaired on or before 1/15/24</p> <p>1/15/24 - Spoke to Deb Eason, she will have carport erected by 2-2024</p> <p>3/27/24 – Spoke with brother and advised him about the repairs needed. They are selling the property and owner is in assisted living facility</p>	<p>Recommend violation to be escalated to fine committee</p>

1085  
NS